

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

1.	<b>JASON SEWARD and</b>	)	
2.	<b>LYNNETTA SEWARD, husband and wife,</b>	)	
		)	
	<b>Plaintiffs,</b>	)	
		)	
<b>vs.</b>		)	<b>CASE NO.: 17-cv-630-TCK-JFJ</b>
		)	
3.	<b>HUDSON INSURANCE COMPANY</b>	)	
		)	
	<b>Defendant.</b>	)	

**COMPLAINT FOR DECLARATORY RELIEF**

COME NOW the Plaintiffs, Jason Seward and Lynnetta Seward, husband and wife (hereinafter "Plaintiffs"), Oklahoma citizens, by and through the Firm of StidhamLaw, P.C., pursuant to 28 U.S.C. §1331, 28 U.S.C. § 2201 and Fed. R. Civ. P. 57, and for their cause of action against Defendant Hudson Insurance Company ("Hudson" or "Defendant") state:

1. Plaintiffs are residents of Tulsa County, Oklahoma.
2. Defendant Hudson is a foreign insurance company conducting business in Tulsa County, Oklahoma.
3. Jurisdiction and venue of this action are proper under 28 U.S.C. §1332.
4. The amount in controversy exceeds \$75,000.00.

### **NATURE OF THE CLAIM**

5. On April 1, 2017, Plaintiff was driving Northbound on Washington Blvd. (Hwy 75) in Bartlesville, Oklahoma in the curbside lane of traffic approaching the intersection of Washington Blvd. and Toledo Rd. Defendant Bailey Roper, after stopping at the intersection of Toledo Road and Washington Boulevard, pulled from the stop sign and turned Northbound directly into the path of Plaintiff Jason Seward, causing Plaintiff Seward's motorcycle to collide with Defendant Roper's vehicle.

6. Plaintiff Jason Seward was ejected from his motorcycle before landing on the pavement.

7. He is seriously and permanently injured.

### **THE POLICY**

8. Oklahoma Uninsured/Underinsured Motorist law requires coverage for the "owners and operators" of "uninsured" and "underinsured" vehicles.

9. At the time of the accident, Plaintiff Lynnetta Seward was a volunteer for both the Creek and Cherokee Tribes through her work at Intertribal Indian Club of Tulsa ("IICOT") (See Exhibit A). She and all resident members of her household are insureds under the policy.

### **COUNT I:**

#### **DECLARATORY JUDGMENT**

10. Plaintiffs hereby incorporate paragraphs 1 through 9 of this Complaint.

11. Jason Seward requests that this Court declare that he is an "insured person" under the Policy, and is entitled to Uninsured/Underinsured Motorist coverage benefits to be paid by Hudson on behalf of the Creek and Cherokee Tribes. He was a member of Lynnetta Seward's household and entitled to her insurance coverage as she was a volunteer for the Tribes.

**WHEREFORE**, Plaintiffs Jason and Lynnetta Seward request that this Court declare that (1) he is an “insured person” under the Policy; and (2) that he is entitled to Uninsured/Underinsured Motorist coverage benefits to be paid by Hudson and his reasonable costs, fees and such further relief the Court deems just.

Respectfully submitted,

/s/ G. Steven Stidham

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